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8 IN THE UNITED STATES DISTRICT COURT FOR THE
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,)	CR-S-05-113-LKK
)	
12 Plaintiff,)	STIPULATION FOR EXPEDITED
)	SETTLEMENT AGREEMENT
13 v.)	AND ORDER THEREON
)	
14 SERGIO CURIEL, SR., and)	
15 CELINA CURIEL,)	
)	
16 Defendants.)	
)	
17 LLOYD ST. MARY and BOBBIE JEAN)	
18 ST. MARY,)	
)	
19 Petitioners.)	

20 IT IS HEREBY STIPULATED by and between plaintiff United States
21 of America and petitioners, Lloyd St. Mary and Bobbie Jean St. Mary,
22 to compromise and settle their interest in the following property
23 (hereinafter, the "Property"):

24 Real property located in San Joaquin County at
25 451 W. 9th Street, Stockton, California, Assessor's
26 Parcel Number 165-183-19, and more fully
described as:

27 LOT FOUR (4) OF CRABB TRACT, ACCORDING TO THE OFFICIAL
28 MAP THEREOF FILED FOR THE RECORD OCTOBER 11, 1916 IN
VOL. 8 OF MAPS AND PLATS, PAGE 8, SAN JOAQUIN COUNTY
RECORDS.

1 This stipulated settlement is entered into between the parties
2 pursuant to the following terms:

3 1. The parties to this Agreement hereby stipulate that Lloyd
4 St. Mary and Bobbie Jean St. Mary had a prior vested or superior
5 interest in the Property or were bona fide purchasers for value of
6 the right, title, or interest in the Property.

7 2. The United States agrees that upon entry of a Final Order
8 of Forfeiture forfeiting the Property to the United States and sale
9 of the Property pursuant to the Final Order of Forfeiture, the
10 United States will not contest payment to Lloyd St. Mary and Bobbie
11 Jean St. Mary from the proceeds of the sale, after payment of
12 outstanding taxes and expenses incurred by the United States
13 Marshals Service in connection with its custody and sale of the
14 Property, of the following:

15 a. All unpaid principal due to the petitioners
16 under the Deed of Trust recorded in San Joaquin
17 County, California, as instrument number
18 95029540, and dated March 30, 1995 and recorded
19 on March 31, 1995. Said Deed of Trust secured
20 an Installment Note in the original amount of
21 \$50,000.00 dated March 30, 1995. As of November
22 6, 2006, the principal balance due and owing on
23 the Note was \$24,039.92, together with accrued
24 interest, including, but not limited to,
25 insurance premiums and property taxes, if any,
26 advanced under the terms of the Deed of Trust.

27 b. All unpaid interest at the contractual base rate (not
28 the default rate) under the above Note, secured by

1 the Deed of Trust, as of October 1, 2006, interest is
2 9% per annum, until the date of payment.

3 c. Reasonable attorney's fees not to exceed \$2,000.00.

4 d. A total fee of not more than \$200 to process a
5 beneficiary demand statement and to record a
6 reconveyance of the Deed of Trust.

7 e. The exact amount to be paid to Lloyd St. Mary and
8 Bobbie Jean St. Mary shall be determined at the time
9 of payment, but shall not be less than the amounts
10 set forth above.

11 3. The payment to petitioners Lloyd St. Mary and Bobbie Jean
12 St. Mary shall be in full settlement and satisfaction of all claims
13 by Lloyd St. Mary and Bobbie Jean St. Mary to the Property indicted
14 by the United States on or about March 17, 2005, and of all claims
15 arising from and relating to the seizure, detention, and forfeiture
16 of the Property. The payment to Lloyd St. Mary and Bobbie Jean St.
17 Mary shall not include any penalty payments, including any
18 prepayment penalties.

19 4. Upon payment, Lloyd St. Mary and Bobbie Jean St. Mary agree
20 to assign and convey their security interest to the United States
21 via recordable documents and to release and hold harmless the United
22 States, and any agents, servants, and employees of the United States
23 (and any involved state or local law enforcement agencies and their
24 agents, servants, or employees), in their individual or official
25 capacities, from any and all claims that currently exist or that may
26 arise as a result of the Government's actions against and relating
27 to the Property. As against the United States and its agents,
28 petitioners Lloyd St. Mary and Bobbie Jean St. Mary agree to waive

1 the provisions of California Civil Code § 1542, which provides: "A
2 general release does not extend to claims which the creditor does
3 not know or suspect to exist in his favor at the time of executing
4 the release, which if known by him must have materially affected his
5 settlement with the debtor."

6 5. Petitioners agree not to pursue against the United States
7 any other rights that they may have under the installment note
8 and/or Deed of Trust, including, but not limited to, the right to
9 foreclose upon and sell the Property during the pendency of this
10 proceeding or any post-forfeiture proceeding relating to the
11 marketing and sale of the Property, and any right to assess
12 additional interest or penalties except as specifically allowed
13 herein.

14 6. Petitioners understand and agree that by entering into this
15 expedited settlement of their interest in the Property, they waive
16 any right to litigate further their interest in the Property and to
17 petition for remission or mitigation of the forfeiture. Thereafter,
18 if this Agreement is approved by the Court, then unless specifically
19 directed by an order of the Court, Lloyd St. Mary and Bobbie Jean
20 St. Mary shall be excused and relieved from further participation in
21 this action.

22 7. Petitioners understand and agree that the United States
23 reserves the right to void the expedited settlement agreement if,
24 before payment of the installment note or lien, the U.S. Attorney
25 obtains new information indicating that the petitioners are not
26 "innocent owners" or "bona fide purchasers" pursuant to the
27 applicable forfeiture statutes. The U.S. Attorney also reserves the
28 right, in its discretion, to terminate the forfeiture at any time

1 and release the Property. In either event, the Government shall
2 promptly notify the petitioners of such action. A discretionary
3 termination of forfeiture shall not be a basis for any award of
4 fees.

5 8. The parties agree to execute further documents, to the
6 extent necessary, to convey clear title to the Property to the
7 United States and to implement further the terms of this settlement.
8 Each party agrees to bear its own costs and attorneys' fees, except
9 as otherwise set forth herein.

10 9. Payment to the petitioners pursuant to this settlement
11 agreement is contingent upon a forfeiture of the Property to the
12 United States, the United States' prevailing against any additional
13 third parties alleging claims in an ancillary proceeding, and the
14 Court's entry of a Final Order of Forfeiture. Further, the terms of
15 this settlement agreement shall be subject to approval by the United
16 States District Court. Violation of any term or condition herein
17 shall be construed as a violation of an order of the Court.

18 10. Counsel for Lloyd St. Mary and Bobbie Jean St. Mary

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1 represents that he has authority to enter into this stipulation on
2 behalf of his clients.

3 Dated: 2/21/07

McGREGOR W. SCOTT
United States Attorney

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5 /s/ Mary L. Grad
6 MARY L. GRAD
7 Assistant U.S. Attorney

8 Dated: 2/14/07


/s/ Bradford J. Dozier
BRADFORD J. DOZIER
Attorney for Petitioners
Lloyd St. Mary and Bobbie Jean
St. Mary

11 (Original signature retained by
12 attorney)

13 **ORDER**

14 The Court having received, read, and considered the foregoing
15 stipulation of the parties, and good cause appearing therefrom, the
16 Stipulated Expedited Settlement is hereby APPROVED. It is so
17 ORDERED.

18 Dated: February 21, 2007

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21 LAWRENCE K. KARLTON
22 SENIOR JUDGE
23 UNITED STATES DISTRICT COURT
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